

(1) Supreme Court, U.S.

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No. 05-

In The
Supreme Court of the United States

James Widtfeldt et al,
Petitioner

v.

Ann Veneman, et al,
Defendants.

On Appeal From
The United States Court of Appeals
For the Eighth Circuit

PETITION FOR A WRIT OF CERTIORARI

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Questions Presented

1. Is an electronic mail (e-mail) from a federal court, in the United States District Court of Nebraska, irrefutable proof of service of a court order, where this was the first case of Appellant after signing up for electronic mail, Appellant appeared pro se which required paper mail, the first three months of the case were mailed by regular US Paper Mail as for a Pro Se case, and thereafter Appellant expected regular US mail service, and Appellant's electronic mail service was afflicted with a large number of viruses, malicious advertisements, and electronic worms which completely occupied or substantially occupied the operational time of the computer of Appellant, to the exclusion of reading electronic mail from the court, until approximately the date the default order was entered or shortly thereafter? In spite of anti virus software used up to September 15, 2004, appellant used Paretologic malicious ad removal software at a later date, and after the default, appellant removed over 6000 malicious ads that the Norton anti Virus missed. Later, Norton Internet Security added the malicious ad software, also.

Questions Presented

2 Is a stipulated lease provision providing the landlord is to receive government payments by the United States Department of Agriculture (USDA) and Farm Service Agency (FSA) in crop year 2002 binding on the government which saw the three leases at sign up and later claimed it lost the three leases, where the landlord appellant fully disclosed to the local Farm Service Agency the leases and the nature of the risks taken by lessor appellant, which included risks which the lessees Hilger, Burival and Kilmurry were not willing to take because of previous bad lessee experiences with the FSA, and the fact lessor's land was only divided into two farms until 2004, but that year the FSA required a "reconsolidation" by which the FSA divided lessor's crop land into different farms for every agricultural lessee including the three whose land had crop land and four others who did not rent land with designated crop land, which appellant - included - risks included landlord-wetlands, landlord - noxious weeds, and landlord - sodbuster provisions which only lessor - landlord - appellant Widtfeldt risked for all crop and pasture land of lessor, and which included risks of an irrigation dam in Eagle Creek (there was a

Questions Presented

drouth in 2002 and a real risk the creek could not support the irrigation which would require more earthwork by appellant), and an itinerant spray plane had encountered a horizontal tornado and dumped its noxious weed spray over appellant's Hilger lessee cropland before Hilger leased, creating unknown risks which appellant accepted and appellant's renter was unwilling to bear.

3. Is appellant entitled to the protections afforded Horn, in *Horn vs Veneman*, 319 F.Supp2d902 (N.D. Indiana, S Bend Division, May 20, 2004), wherein enrollment in the FSA-USDA crop program is a license under the Administrative Procedures Act (the "APA"), 5 USC sections 706(1) and (2) which cannot be deprived absent an opportunity at such later date as the FSA loses its records and determines that enrollment is improper, to then properly enroll in a manner considered timely, and thereby retain benefits, if the enrollment has been originally mis-enrolled for any reason?

4. Is appellant entitled to a reduction in state tax appraisal valuations, reduced real estate taxes, and refund of overpayments of state real estate

Questions Presented

taxes already made, and accurate retroactive reporting for the last 35 years by the USDA and FSA to the Holt County Nebraska assessor of all Farm Service Agency and United States Department of Agriculture payments in the county, for the purpose of evaluating the impact of the FSA counter cyclical payments, crop reserve payments, and other FSA-USDA benefits on individual tracts of land as to value, where Appellant has been repeatedly deprived of benefits from the FSA-USDA program over the last thirty five years, and the FSA-USDA benefits have been determined in the trade publications to increase the average agricultural land by 25 to 50 percent above the value it would otherwise have?

5. Is appellant entitled to a rebate of federal estate taxes wrongly assessed on appellant's property, and a rebate of Nebraska Real Estate Taxes wrongly assessed on Appellant's property, for the years 1975 through 2005, where the enrollment of 2000, 2001, and 2002 were done while the United States Internal Revenue Service was aggressively attempting to include intellectual and business efforts of appellant in deceased Albert Widtfeldt estate for estate tax purpose, and

Questions Presented

immediately following wrongful resolution at valuations too high, the USDA and FSA revoked James Widtfeldt eligibility, suggesting that the USDA and FSA enrollment of appellant was a trick and deceptive action by the USDA and FSA to greatly increase federal estate taxes assessed by the IRS, following which the USDA and FSA initiated another trick to revoke the USDA and FSA payments?

6. Is appellant entitled to have the default dismissal of the United States District Court of Nebraska reversed and begin this action as a class action for all agricultural producers likewise situated, for whom appellant has already done substantial ground breaking work?

7. Do the World Trade Organization Cotton Decisions WT/DS267/AB/R of 3 March 2005 (original in English), and the World Trade Organization Sugar Decisions WT/DS265/AB/R, WT/DS266/AB/R, and WT/DS283/AB/R, finally decided 28 April 2005, which essentially outlawed counter cyclical payments as contrary to the United States Treaties on Free Trade, justify this court in determining

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that the USDA-FSA payments were lawfully made to appellant, contrary to the decisions of the USDA-FSA under appeal herein.

PARTIES TO THE PROCEEDING BELOW

**In addition to the parties named in the caption,
the following parties appeared below and are
petitioners herein:**

James Widtfeldt Revocable trust.

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